

REMARKS

In the Office Action dated August 29, 2006, the Patent Office rejected the pending claims, 18-26, as being unpatentable over "www.redcross.org" (hereinafter referred to as the "redcross article") in view of the Bezos et al. patent and the Hopkins article. This is respectfully traversed for the reasons shown below.

Applicant's undersigned attorney requested an interview with the Examiner regarding this case and the interview was conducted on September 22, 2006. An Interview Summary was submitted and entered on October 6, 2006, repeated below:

"On September 22, 2006, the undersigned and Examiner Nguyen met at Examiner Nguyen's office to discuss the claims (18-26) and the cited art (Bezos, Red Cross).

Agreement was tentatively reached that, with respect to Claim 18, steps (c) and (j) are not taught by Bezos; and, with respect to Claim 26, steps (b)-(d) are not taught by Bezos or Red Cross. Examiner Nguyen indicated that he wished to have additional time to review the tentative agreement and, if appropriate, perform a further search."

Pursuant to a request by the Examiner, this Rule 116 Response is being filed along with a copy and explanation of the hand-drawn Exhibits A-C discussed at the September 22, 2006, interview.

Exhibit A shows the Red Cross embodiment. The customer goes directly to the Red Cross web site, and stays there for the entire process. This is styled as the "Don't need anyone else, I can do it all" approach.

Exhibit B shows the Bezos embodiment. The customer goes to the Associate web site (site #1), and the Associate web site provides product information and marketing information. If the customer wants to buy the product, the customer clicks on the product and then the customer is transferred to the Merchant web site (site #2) and the Associate web site sends information regarding the customer and the selected product to the Merchant web site. Once the customer has been transferred to the Merchant web site, then the Merchant web site provides additional product information and purchase information to the customer and then closes the sale. It is to be noted that the product selection is done at the Associate web site; only after the customer has

selected a product is the customer then transferred to the Merchant web site for the sale and closing. This is styled as the "Merchant can't handle the product volume, lets the Associate do the advertising, Merchant closes sale once customer has selected product at Associate web site" approach. This is also the reasoning stated by Bezos for this approach.

Exhibit C shows the approach of claims 1 and 26. In the claim 1 approach, the donor ("customer") goes to the Associate web site (site #1) and decides that he wants to make a donation ("buy something"). However, there is no product information, marketing information, or advertising of products to buy on the Associate web site. When the customer clicks on "donate", the customer is transferred to the Merchant web site (site #2). The Merchant web site provides product information and marketing information to the customer, provides purchase options and information to the customer, and closes the sale. Note that the product selection is not done at the Associate web site, because no products are offered there. Rather, after the customer makes the decision to donate, then the customer is transferred to the Merchant web site. Only after the transfer is the customer provided with the information regarding the various products and services. Thus, although the customer starts at the Associate web site, product advertising, marketing, and selection and purchase/donation is done only at the Merchant web site. This is styled as the "Associate can't handle product detail, refers customer to Merchant for product information and to close sale, and Merchant provides the information and closes the sale" approach.

In the Red Cross approach, the entire process (advertising, product information, marketing, sales) is done at one web site. In Bezos, some functions (the primary advertising, product information, and marketing) of the Red Cross web site are done at one web site (Associate web site) and other functions (the actual sale and closing) of the Red Cross web site are done at another web site (Merchant web site). In contrast, in Claim 1 the functions of the Red Cross web site are divided based on different needs and criteria. The customer indicates an intention to buy something (donate) at the Associate web site, but does not know what because no product information has yet been presented, and once the customer indicates the intention, the customer is then transferred to the Merchant web site where the advertising, product information, marketing, and sales are done.

Thus, although Red Cross and Bezos are both involved with Internet sales and/or donations, they differ from the claimed invention in their number of web sites and/or services provided by each web site, and why the services are provided by that web site.

With respect to claim 26, Exhibit C shows that the Associate, even though not presenting the product, marketing or advertising information at the Associate web site, can upload that information to the Merchant web site, the information being presented to the customer after the customer has been transferred to the Merchant web site. The Associate, rather than the Merchant, can develop the desired product, marketing and advertising information but the Merchant, rather than the Associate, actually presents this information to the customer and makes the sale. Neither Red Cross nor Bezos suggest that the Associate or Merchant should have these respective abilities.

CONCLUSION

As shown above and by the Exhibits, the cited art neither suggests nor discloses the claimed invention, the division of services between the various web sites, or provides any motivation, suggestion or incentive to so divide the services. It is respectfully submitted that claims 18-26, as previously amended, are patentable over the cited art and, therefore, allowance of claims 18-26 is respectfully requested.

The undersigned again thanks the Examiner for the courtesy of the Interview.

If the Examiner believes that there are any issues which can be resolved by a conference or an Examiner's Amendment so as to secure allowance of the claims, a telephone call to the undersigned is respectfully requested.

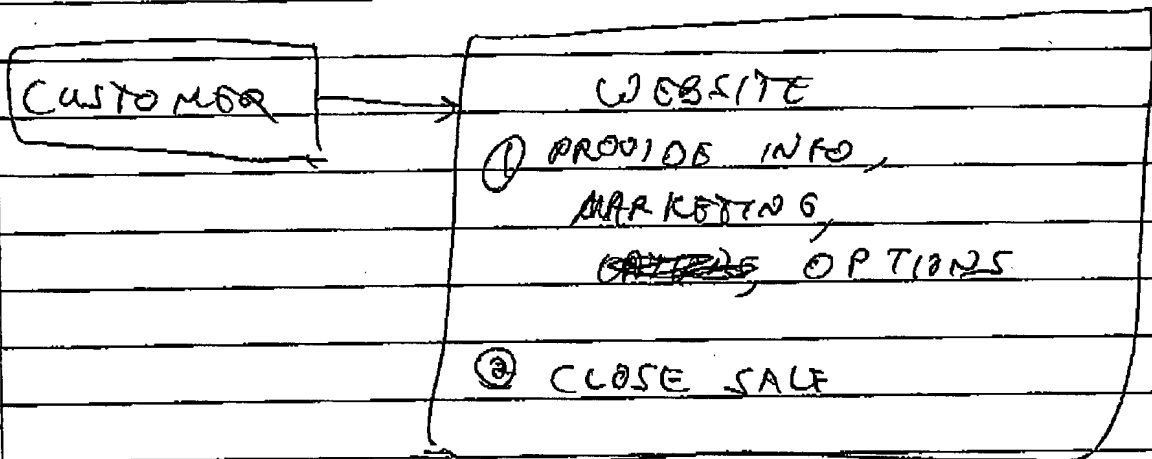
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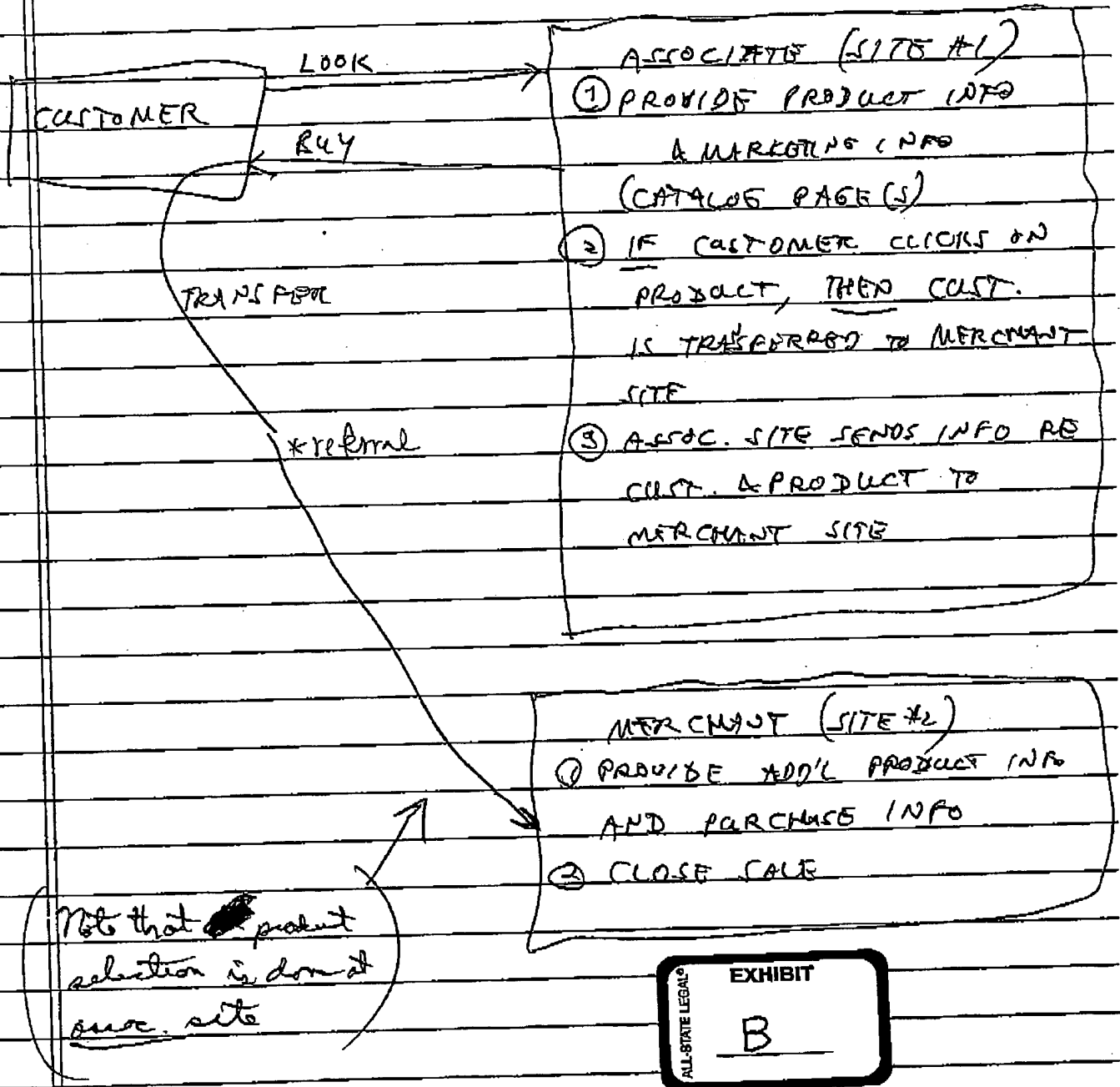
RED CROSS



DON'T NEED ANYONE ELSE
(I CAN DO IT ALL)

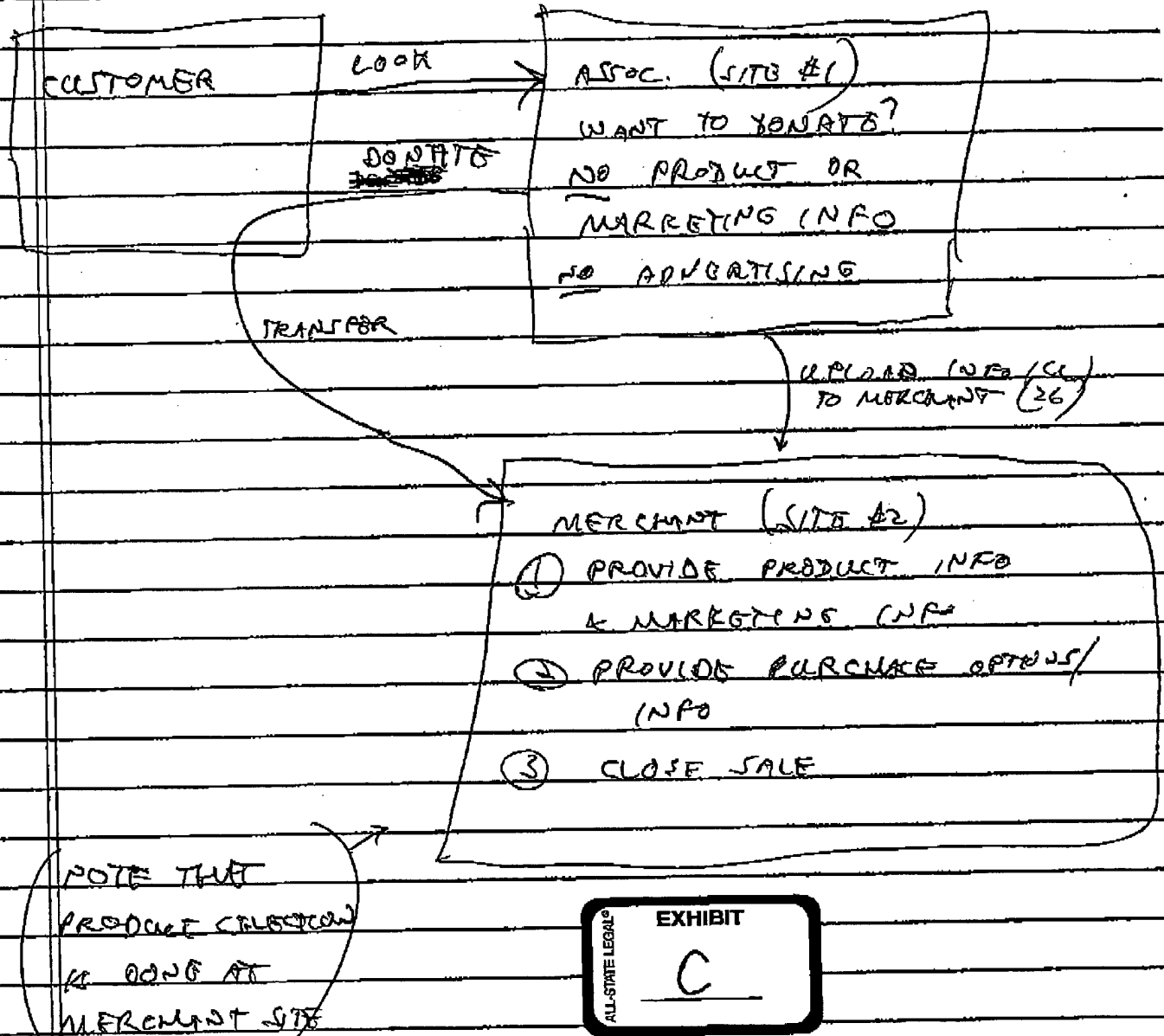


BEZOS (FIG. 1, COL. 7)



~~ASSOC.~~ MERCHANT CANT HANDLE THE PRODUCT VOLUME,
LETS THE ASSOC. DO THE ADVERTISING,

CLAIM 1



ASSOCIATE CAN'T HANDLE PRODUCT DETAIL,
REPORTS CUST. TO MERCHANT FOR PRODUCT INFO
AND TO CLOSE SALE
MERCHANT PROVIDES INFO & CLOSES SALE